

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2019-0017

Innoprise Contract #: C19-0039

Year: 2019-2021 + 2

Amount: \$189,163.50

Department: Parks & Grounds - Beau Breunig

Contract Type: Services

Contractors Name: Eternally Green Lawn Care, Inc.

Contract Description: Fertilization & Broadleaf Weed Control 2019-2021 (+ 2years)

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carale Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

March 27, 2019

Mr. Jim Webb
Eternally Green Lawn Care, Inc.
9418 Corsair Road
Frankfort, Illinois 60423

NOTICE TO PROCEED – Turf Fertilization & Broadleaf Weed Control

Dear Mr. Webb:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of March 16, 2019.

Please contact Beau Breunig at 708-403-6240 to arrange the commencement of the work.

The Village has processed Purchase Order #19-000703 for this contract and emailed this to you on March 20, 2019. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) fully executed contract dated March 8, 2019 in an amount not to exceed One Hundred Eighty Nine Thousand One Hundred Sixty-Three and 50/100 (\$189,163.50) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: Beau Breunig
Gary Couch

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Ave.
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March 8, 2019

Mr. Jim Webb
Eternally Green Lawn Care, Inc.
9418 Corsair Road
Frankfort, Illinois 60423

NOTICE OF AWARD – Turf Fertilization & Broadleaf Weed Control

Dear Mr. Webb:

This notification is to inform you that on January 21, 2019, the Village of Orland Park Board of Trustees approved awarding Eternally Green Lawn Care, Inc. the contract in accordance with the proposal you submitted dated November 2, 2018, for Turf Fertilization & Broadleaf Weed Control for an amount not to exceed One Hundred Eighty Nine Thousand One Hundred Sixty-Three and 50/100 (\$189,163.50) Dollars per year for 2019, 2020 and 2021, with the option to renew for two (2) additional years.

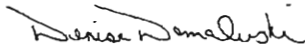
In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 22, 2019.

- I am attaching the Contract for Turf Fertilization & Broadleaf Weed Control. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

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Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements, and completed W-9 are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

cc: Beau Breunig
Gary Couch



 ORLAND PARK
Turf Fertilization and Broadleaf Weed Control
(Contract for Services)



This Contract is made this **8th day of March, 2019** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Eternally Green Lawn Care, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Request for Proposals #18-044 issued October 23, 2018
- The Instructions to Proposers
- This Contract
- The Proposal as it is responsive to the VILLAGE'S RFP requirements
- Class I Sites Price Sheet
- Class II Sites Price Sheet
- Class III Sites Price Sheet
- Certificate of Compliance
- Certificates of Insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Fertilization and Broadleaf Weed Control Applications on select Village property sites in accordance to Classification and Village Schedule as defined in the Classification Sheets (or as modified by VILLAGE). All work shall be performed per specifications as defined in the Request for Proposal.



Special Conditions

- The contractor shall work between the hours of 7:00 a.m. and 5:00 p.m. except Sunday and holidays recognized by the Village. In addition, no park or pond adjacent to a park shall be treated on Saturdays.

Specific regulations: Center School, 9407 W 151st St, Orland Park, IL 60462, must be completed on a Saturday any time, or during the week before 7:30am.

- The Village may, at its discretion, select individual sites not to be treated or be treated on a different schedule. The Village may add sites not currently listed. The cost for treating these sites shall be determined by multiplying the treatable acreage by the "site additions – cost per acre."
- "Nuisance Weed Control" is the broadleaf weed control application of private property for the Village, which is neglected by the owner. It is performed on an as needed basis when requested by the Village.
- Contractor is responsible for any damage to turf areas, plant material, park equipment, park facilities and any adjoining properties caused by the application operation.
- All applications shall be scheduled prior to being completed, depending on the month or weather conditions.
- Excess fertilizer and/or any over spread of granular chemical shall be removed from any and all hard surfaces, i.e.; concrete or asphalt, such as sidewalks, parking lots or bike/walk paths.
- A Turf Application Completion Report shall be submitted digitally via email at the conclusion of each day during the period covered by this contract. All such reports shall include the following information:
 - Location and site number
 - Date of Application
 - Comments (include observed hazards and deficiencies)

Village will provide a spreadsheet for the contractor to complete as sites are completed.

This report shall be emailed to the Parks and Grounds Office Administrator, Director of Parks and Grounds and the Athletics and Grounds Operations Manager.

- The contractor shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required and contractor shall provide identification.



Product Specification

Class I

- **Treatable Area** 146.60 Acres
- **Rates:** Shaw's One and Done 50lbs of product for 14,000 sqft , Gordons Speedzone 4 Pints Per Acre, Momentum FX2 3.5 Pints per Acre
- Class I sites must be treated in the spring with Shaw's one and done at a Rate of 50lbs of product for 14,000 sqft 40-0-0 100% Surfcote, SOP Gro-Gard, 0.222% Dimension, 0.067% Acelepryn.
- Class I sites April 1st thru June 15th will treat broadleaf weeds with a liquid herbicide (Gordon's Speedzone) at a rate of 4 Pints per Acre consisting of 28.57% 2, 4-D, 2-ethylhexl ester, 5.88% Mecoprop-p acid, 1.71% Dicamba Acid, 0.62% Carfentrazone-ethyl, 63.22% Inert Ingredients.
- Class I sites will receive an additional 3 broadleaf weed control treatments during the season treated using Momentum FX2 Herbicide at a rate of 4 pints per Acre, consisting of, 44.2% Triisopropanolamine Salt of 2, 4-Dichlorophenoxyacetic Acid (By Isomer Specific AOAC Method, Equivalent to 2,4-Dichlorophenoxyacetic Acid 23.7%, 2.254 lbs/gal), 3.86% Triethylamine Salt of 3,5,6-Trichloro-2-pyridinyloxyacetic Acid (By Isomer Specific AOAC Method, Equivalent to, 3,5,6-Trichloro-2-Pyridinyloxyacetic Acid 2.77%, 0.263 lbs/gal), 4.2% 1-Methylheptyl Ester of Fluroxpyr: [(4-amino-3-5-dichloro-6-fluoro-2-pyridinyl)oxy]acetic Acid, 1-methylheptyl Ester (By Isomer Specific AOAC Method, Equivalent to: [(4-amino-3-5-dichloro-6-fluoro-2-pyridinyl)oxy]acetic Acid 2.92%, 0.278 lbs/gal).
 - June 15th – July 15th,
 - July 15th – August 15th, and
 - September 1st – October 15th
- The Village may request additional broadleaf weed control applications to Class I sites at no additional cost to the Village.

Class II

- Class II sites shall be fertilized twice per season and receive broadleaf weed control three (3) times throughout the season.
 - The first application of fertilizer and broadleaf weed control must be completed by June 1st.
 - The second application of broadleaf control only must be completed by July 31st.
 - The second application of fertilizer and third application of broadleaf weed control must be completed after August 1st but before September 1st.
 - **Treatable Area:** 347.76 Acres
 - **Rates:** Momentum FX2 will be applied at 3.5 pints per Acre. Granular fertilizer will be applied at a rate of 1lb of Nitrogen per 1000 sqft.



- Both fertilizer applications will consist of a 24-0-12 XRT + AMS, 35% XRT 20% Ammonium Sulfate 3 Month Release.
- All 3 broadleaf weed control applications will be treated using Momentum FX2 Herbicide consisting of, 44.2% Triisopropanolamine Salt of 2, 4-Dichlorophenoxyacetic Acid (By Isomer Specific AOAC Method, Equivalent to 2,4-Dichlorophenoxyacetic Acid 23.7%, 2.254 lbs/gal), 3.86% Triethylamine Salt of 3,5,6-Trichloro-2-pyridinyloxyacetic Acid (By Isomer Specific AOAC Method, Equivalent to, 3,5,6-Trichloro-2-Pyridinyloxyacetic Acid 2.77%, 0.263 lbs/gal), 4.2% 1-Methylheptyl Ester of Fluroxpyr: [(4-amino-3-5-dichloro-6-fluoro-2-pyridinyl)oxy]acetic Acid, 1-methylheptyl Ester (By Isomer Specific AOAC Method, Equivalent to: [(4-amino-3-5-dichloro-6-fluoro-2-pyridinyl)oxy]acetic Acid 2.92%, 0.278 lbs/gal).
- The Village may request additional broadleaf treatments for Class II sites at the quoted per acre site cost of \$50.50/acre.

Class III

- Class III sites shall receive three (3) broadleaf weed control applications per season.
 - The first application must be completed by June 1st.
 - The second application must be completed by July 31st.
 - The third application must be completed by September 30th not to start prior to September 1st.
 - **Treatable Area:** 270.31 Acres
 - **Rates:** Momentum FX2 will be applied at 3.5 pints per Acre
- All three (3) broadleaf weed control applications will be treated using Momentum FX2 Herbicide consisting of, 44.2% Triisopropanolamine Salt of 2, 4-Dichlorophenoxyacetic Acid (By Isomer Specific AOAC Method, Equivalent to 2,4-Dichlorophenoxyacetic Acid 23.7%, 2.254 lbs/gal), 3.86% Triethylamine Salt of 3,5,6-Trichloro-2-pyridinyloxyacetic Acid (By Isomer Specific AOAC Method, Equivalent to, 3,5,6-Trichloro-2-Pyridinyloxyacetic Acid 2.77%, 0.263 lbs/gal), 4.2% 1-Methylheptyl Ester of Fluroxpyr: [(4-amino-3-5-dichloro-6-fluoro-2-pyridinyl)oxy]acetic Acid, 1-methylheptyl Ester (By Isomer Specific AOAC Method, Equivalent to: [(4-amino-3-5-dichloro-6-fluoro-2-pyridinyl)oxy]acetic Acid 2.92%, 0.278 lbs/gal).
- The Village may request additional broadleaf treatments for Class III sites at the quoted per acre site cost of \$50.50/acre.

In the event that a product becomes unavailable or the formulation changes, a new product will be selected by the Village. If this should occur, the products will be a comparable product to the products specified in this RFP.

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount for performance of the described services:

TOTAL: an amount not to exceed One Hundred Eighty Nine Thousand One Hundred Sixty-Three and 50/100 (\$189,163.50) Dollars per year.



The Village may, at its discretion, select individual sites not to be treated or treated on a different schedule. The Village may also add sites not currently listed. In the event of site additions throughout the course of the contract:

The CONTRACTOR will perform the work for additional Classification I properties at One Hundred Twenty-Four and No/100 (\$124.00) Dollars per acre with no minimum for sites added that are less than one acre.

The CONTRACTOR will perform the work for additional Classification II properties at Seventy-One and 60/100 (\$71.60) Dollars per acre with no minimum for sites added that are less than one acre.

The CONTRACTOR will perform the work for additional Classification III properties at Fifty and 50/100 (\$50.50) Dollars per acre with no minimum for sites added that are less than one acre.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously for three (3) seasons (2019, 2020 and 2021), with the option to renew for two (2) additional seasons (2022 and 2023). This Contract shall terminate upon completion of the WORK or December 31, 2023, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the



Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:



To the VILLAGE:

Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONTRACTOR:

Jim Webb
President
Eternally Green Lawn Care, Inc.
9418 Corsair Road
Frankfort, Illinois 60423
Telephone: 815-469-5566
Facsimile: 815-464-8199
e-mail: jwebb@eternallygreen.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this



agreement.

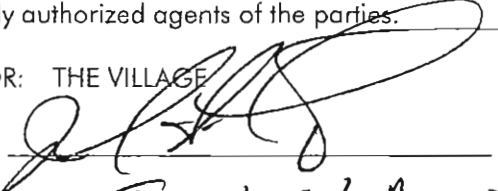
SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

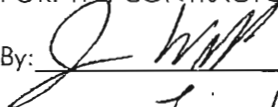
By: 

Print Name: Joseph S. Lathargo

Title: Village Manager

Date: 3/15/19

FOR: THE CONTRACTOR

By: 

Print Name: Jim Webb

Title: President

Date: March 15, 2019



PROPOSAL SUMMARY SHEET
RFP # 18-044
Turf Fertilization and Broadleaf Weed Control -Reissue

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Eternally Green Lawn Care, Inc.

Street Address: 9418 Corsair Road

City: Frankfort State: IL Zip 60423

Contact Name: Jim Webb

Phone: 815-469-5566 Fax: 815-464-8199

E-Mail address: jwebb@eternallygreen.com

Please enter totals from Unit Price Sheet

	2019	2020	2021	2022 % increase	2023 % increase
Class I					
Annual Cost	\$ <u>73,300.00</u>	\$ <u>73,300.00</u>	\$ <u>73,300.00</u>	<u>2</u> %	<u>0</u> %
Additional Site - cost per acre	\$ <u>124.00</u>	\$ <u>124.00</u>	\$ <u>124.00</u>	<u>2</u> %	<u>0</u> %
Class II					
Annual Cost	\$ <u>75,210.00</u>	\$ <u>75,210.00</u>	\$ <u>75,210.00</u>	<u>2</u> %	<u>0</u> %
Additional Site - cost per acre	\$ <u>71.60</u>	\$ <u>71.60</u>	\$ <u>71.60</u>	<u>2</u> %	<u>0</u> %
Additional Broadleaf Weed Treatment - cost per acre	\$ <u>50.50</u>	\$ <u>50.50</u>	\$ <u>50.50</u>	<u>2</u> %	<u>0</u> %
Class III					
Annual Cost	\$ <u>40,653.50</u>	\$ <u>40,653.50</u>	\$ <u>40,653.50</u>	<u>2</u> %	<u>0</u> %
Additional Site - cost per acre	\$ <u>50.50</u>	\$ <u>50.50</u>	\$ <u>50.50</u>	<u>2</u> %	<u>0</u> %
Additional Broadleaf Weed Treatment - cost per acre	\$ <u>50.50</u>	\$ <u>50.50</u>	\$ <u>50.50</u>	<u>2</u> %	<u>0</u> %
Nuisance Weed Control					
Cost per acre	\$ <u>75.00</u>	\$ <u>75.00</u>	\$ <u>75.00</u>	<u>2</u> %	<u>0</u> %

Signature of Authorized Signee: J. Webb

Title: President

Date: November 2, 2018

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned Jim Webb, as President
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)
and on behalf of Eternally Green Lawn Care, Inc, certifies that:
(Enter Name of Business Organization)

1) **BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes ☒ No []

Federal Employer I.D. #: 54-2124380
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation Illinois 2003
(State of Incorporation) (Date of Incorporation)

2) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes ☒ No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) **SEXUAL HARRASSMENT POLICY:** Yes ☒ No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public Contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes ☒ No ☐

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes ☒ No ☐

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Company set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Jim Webb
Signature of Authorized Officer

Jim Webb
Name of Authorized Officer

President
Title

11/2/2018
Date

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor/Vendor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Proposer agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 2nd DAY OF November, 2018


Signature

Jim Webb
Printed Name & Title

Authorized to execute agreements for:

Eternally Green Lawn Care, Inc.
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Olsick & Company Insurance Agency www.olsick.com 50 75th Street, Suite 216 Willowbrook IL 60527-2393	CONTACT NAME: Liane Crittendon PHONE (A/C, No, Ext): (630) 325-9199 FAX (A/C, No): (630) 325-0311 E-MAIL ADDRESS: liane@olsick.com
INSURED Eternally Green Lawn Care Inc. 9418 Corsair Rd Frankfort IL 60423	INSURER(S) AFFORDING COVERAGE INSURER A: EMC NAIC # 21415 INSURER B: Trumbull Insurance Company 27120 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1852908031

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	☒ ☐ Y	5D30969	5/29/2018	5/29/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Per Project Aggregate \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	☒ ☐ Y	5E30969	5/29/2018	5/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		5J30969	6/08/2018	5/29/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ Y	83WECAB5C4V	5/29/2018	5/29/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: 18-036

Turf Fertilization and Broadleaf Weed Control

see next page for additional insured:

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park
Office of the Village Clerk
John C. Mehalek, Village Clerk
14700 south Ravinia Avenue
Orland Park, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bryan Olsick/LTC

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REFERENCES

ORGANIZATION

Burbank Park District

ADDRESS

8050 New Castle Avenue

CITY, STATE, ZIP

Burbank, IL 60459

PHONE NUMBER

708-599-2070

CONTACT PERSON

Bill Olsen

DATE OF PROJECT

Since 4/1/2007

ORGANIZATION

Mokena Park District

ADDRESS

10925 LaPorte Road

CITY, STATE, ZIP

Mokena, IL 60448

PHONE NUMBER

708-372-8667

CONTACT PERSON

Jim Van Gennep

DATE OF PROJECT

Since 4/1/2012

ORGANIZATION

Tinley Park Park District

ADDRESS

8125 W. 171st Street

CITY, STATE, ZIP

Tinley Park, IL 60477

PHONE NUMBER

708-342-4261

CONTACT PERSON

Ryan Veldman

DATE OF PROJECT

Since 4/1/2017

Proposer's Name & Title:

Jim Webb, President

Signature and Date:

J. Webb

VILLAGE OF ORLAND PARK
RFP #18-044
Unit Price Sheet
Fertilization & Broadleaf Weed Control - REISSUE
CLASS I SITES

Site ID	Name	Location	Treatable area (acres)	Annual Cost/site 2019	Annual Cost/site 2020	Annual Cost/site 2021
09-01	REC ADMIN POND	14500 Ravinia Ave	4.00	\$2,000.00	\$2,000.00	\$2,000.00
09-02	VILLAGE CENTER POND	14650 Ravinia Ave	6.40	\$3,200.00	\$3,200.00	\$3,200.00
K04-03	CRESCENT PARK	9705 W. 142nd St	1.00	\$500.00	\$500.00	\$500.00
K09-07	HUMPHREY COMPLEX & SCHOOL BALLFIELDS	14701 West Ave	19.10	\$9,550.00	\$9,550.00	\$9,550.00
K16-03	CENTENNIAL PARK	15602 West Ave	67.50	\$33,750.00	\$33,750.00	\$33,750.00
K04-02	143RD STREET METRA STATION	9852 143rd St	3.77	\$1,885.00	\$1,885.00	\$1,885.00
K04-04	METRA TRIANGLE OUTLOT 1	14190 Jefferson Ave	1.00	\$500.00	\$500.00	\$500.00
K04-05	METRA TRIANGLE OUTLOT 2	14195 Jefferson Ave	0.50	\$250.00	\$250.00	\$250.00
K04-06	PARKING DECK SITE	9700 143rd St	0.50	\$250.00	\$250.00	\$250.00
K04-07	METRA TRIANGLE POND FRONTAGE	14122 LaGrange Rd	0.50	\$250.00	\$250.00	\$250.00
K09-03	ORLAND PARK HISTORY MUSEUM	14415 Beacon Ave	0.30	\$150.00	\$150.00	\$150.00
K09-05	VETERANS CENTER (GEORGE BROWN COMMONS)	15045 West Ave	0.50	\$250.00	\$250.00	\$250.00
K09-06	HOSTERT LOG CABIN	14671 West Ave	3.37	\$1,685.00	\$1,685.00	\$1,685.00
K09-13	CULTURAL CENTER	14760 Park Ln	0.70	\$350.00	\$350.00	\$350.00
K14-03	BOLEY FARM	8101 151st St	2.17	\$1,085.00	\$1,085.00	\$1,085.00
K16-07	CENTENNIAL POOL	15600 West Ave	3.90	\$1,950.00	\$1,950.00	\$1,950.00
K16-08	ORLAND PARK HEALTH & FITNESS CENTER	15430 West Ave	3.77	\$1,885.00	\$1,885.00	\$1,885.00
K16-09	POLICE STATION	15100 Ravinia Ave	2.64	\$1,320.00	\$1,320.00	\$1,320.00
K17-02	153RD STREET METRA STATION	10401 153rd St	2.86	\$1,430.00	\$1,430.00	\$1,430.00
K17-03	WEST 153RD STREET METRA LOT	108th Ave & 153rd St	4.72	\$2,360.00	\$2,360.00	\$2,360.00
K19-02	SPORTSPLEX	11351 W. 159th St	4.00	\$2,000.00	\$2,000.00	\$2,000.00
K31-02	179TH ST METRA STATION	17901 Southwest Hwy	1.50	\$750.00	\$750.00	\$750.00
R16-01	PUBLIC WORKS & ROW	15655 Ravinia Ave	6.70	\$3,350.00	\$3,350.00	\$3,350.00
R21-02	LAGRANGE ROAD 159TH TO 167TH	159th St to 167th St	2.44	\$1,220.00	\$1,220.00	\$1,220.00
R27-01	LAGRANGE ROAD 167TH TO 171ST	167th St to 171st St	2.14	\$1,070.00	\$1,070.00	\$1,070.00
R28-01	LAGRANGE ROAD 167TH TO 171ST CCFPD (West Side)	167th St to 171st St	0.62	\$310.00	\$310.00	\$310.00

	Annual Totals		
	2019	2020	2021
Class I Sites	\$73,300.00	\$73,300.00	\$73,300.00
Site additions - cost per acre	\$124.00	\$124.00	\$124.00

Firm Name Eternally Green Lawn Care, Inc

Name of Authorized Proposer Jim Webb

Title President

Date 2-Nov-18

VILLAGE OF ORLAND PARK
RFP #18-044
Unit Price Sheet
Fertilization & Broadleaf Weed Control - REISSUE
CLASS II SITES

Site ID	Name	Location	Treatable area (acres)	Annual Cost/site 2019	Annual Cost/site 2020	Annual Cost/site 2021
14-06	CACHEY POND #4	8400 W. 157th St	7.80	\$1,680.00	\$1,680.00	\$1,680.00
14-07	CACHEY POND #1	8021 W. 157th St	1.80	\$387.00	\$387.00	\$387.00
14-08	CACHEY POND #3	8101 W. 157th St	1.75	\$378.00	\$378.00	\$378.00
14-09	CACHEY POND #2	8201 W. 157th St	3.80	\$819.00	\$819.00	\$819.00
K01-01	NEWBURY PARK	7910 Newbury Dr	1.19	\$255.00	\$255.00	\$255.00
K01-02	COLONIAL PARK TO TINLEY CREEK POWER LINES	Colonial Park to Power Lines	33.32	\$7,197.00	\$7,197.00	\$7,197.00
K02-01	CARO VISTA PARK / QUINTANA	8338 138th St	0.47	\$102.00	\$102.00	\$102.00
K02-02	ISHNALA PARK	8301 Red Oak Ln	1.77	\$381.00	\$381.00	\$381.00
K02-03	ISHNALA WOODS PARK	13600 S. 80th Ave	5.19	\$1,122.00	\$1,122.00	\$1,122.00
K02-04	PERMINAS PARK & BALLFIELDS	14201 Cristina Ave	6.22	\$1,344.00	\$1,344.00	\$1,344.00
K02-05	SUNNY PINE PARK	13701 88th Ave	0.77	\$165.00	\$165.00	\$165.00
K02-06	WEDGWOOD COMMONS PARK	14241 82nd Ave	1.63	\$351.00	\$351.00	\$351.00
K02-07	EVERGREEN VIEW PARK	8610 141st St	18.70	\$4,038.00	\$4,038.00	\$4,038.00
K03-01	BRENTWOOD PARK	8901 Pine St	4.48	\$966.00	\$966.00	\$966.00
K03-02	COLONIAL PARK	9324 139th St	5.73	\$1,236.00	\$1,236.00	\$1,236.00
K03-03	HERITAGE PARK	14039 Concord Dr	2.50	\$540.00	\$540.00	\$540.00
K03-04	138TH STREET OUTLOTS	13830 92nd Ave	1.31	\$282.00	\$282.00	\$282.00
K03-05	WINDHAVEN PARK	Tollgrass Trail & Pine St	2.36	\$510.00	\$510.00	\$510.00
K04-01	PARK SCHOOL BALLFIELDS	9960 143rd St	2.23	\$480.00	\$480.00	\$480.00
K05-01	TAMPIER/MCGINNIS PARK	110th and 139th St	0.50	\$108.00	\$108.00	\$108.00
K05-02	SCHUMACK FARM	110th & 139th St	1.10	\$237.00	\$237.00	\$237.00
K05-03	BUNRATTY PARK	14041 Fernway Ave	1.37	\$297.00	\$297.00	\$297.00
K06-01	CREEKSIDE PARK	14100 Haverhill Ln	1.98	\$426.00	\$426.00	\$426.00
K06-03	LONG RUN CREEK PARK	11700 Long Run Dr	3.00	\$648.00	\$648.00	\$648.00
K06-04	GREYSTONE RIDGE PARK	13830 Creek Crossing Dr	0.50	\$108.00	\$108.00	\$108.00
K07-01	DEER HAVEN II PARK	11011 Deer Haven Ln	1.57	\$345.00	\$345.00	\$345.00
K09-01	BROWN PARK	14701 Westwood Dr	1.30	\$282.00	\$282.00	\$282.00
K09-02	DOOGAN PARK	14808 Park Ln	12.75	\$2,754.00	\$2,754.00	\$2,754.00
K09-04	FRONTIER PARK	9740 144th Pl	1.13	\$243.00	\$243.00	\$243.00
K09-15	OLD ORLAND POCKET PARK	14438 1st Ave	0.50	\$108.00	\$108.00	\$108.00
K09-16	14610 WESTWOOD DR	14610 Westwood Dr	0.35	\$75.00	\$75.00	\$75.00
K10-01	DOGWOOD PARK	14946 Dogwood Dr	0.60	\$129.00	\$129.00	\$129.00
K10-02	PULTE PARK	9105 Carlisle Ln	0.25	\$54.00	\$54.00	\$54.00
K10-03	SCHUSSLER PARK & SPORTS FIELDS	14609 Poplar Rd	13.00	\$2,808.00	\$2,808.00	\$2,808.00
K11-01	COUNTRY CLUB ESTATES PARK	14449 Country Club Ln	1.57	\$345.00	\$345.00	\$345.00
K11-02	WEDGWOOD PARK	8200 Eynsford Dr	1.84	\$396.00	\$396.00	\$396.00
K13-01	VETERANS PARK	7721 Wheeler Dr	5.57	\$1,200.00	\$1,200.00	\$1,200.00
K13-02	KRUSE SCHOOL BALLFIELDS	7617 Hemlock Dr	6.93	\$1,500.00	\$1,500.00	\$1,500.00
K14-01	CACHEY PARK	8401 Wheeler Dr	12.93	\$2,790.00	\$2,790.00	\$2,790.00
K14-02	159TH STREET HIGHLINES	157th St to 80th Ave	16.90	\$3,648.00	\$3,648.00	\$3,648.00
K15-01	HELEN PARK	9001 Helen Ln	3.75	\$810.00	\$810.00	\$810.00
K15-03	VILLAGE SQUARE PARK	9030 Windsor Dr	6.15	\$1,326.00	\$1,326.00	\$1,326.00
K15-04	LOWE'S PARK	Wheeler Dr & Lowe's Dr	1.35	\$291.00	\$291.00	\$291.00
K15-05	CENTER SCHOOL BALLFIELD	9407 151st St	1.56	\$336.00	\$336.00	\$336.00
K15-06	LIBERTY SCHOOL BALLFIELD	8801 151st St	2.38	\$513.00	\$513.00	\$513.00
K15-07	PARK HILL PARK	Peachtree Dr and Sunrise Ln	3.30	\$711.00	\$711.00	\$711.00
K16-01	BILL YOUNG PARK	15251 Huntington Ct	0.28	\$60.00	\$60.00	\$60.00
K16-02	CAMENO REAL PARK	15229 El Cameno Ter	0.50	\$108.00	\$108.00	\$108.00
K16-04	TREETOP PARK	15400 S. Treetop Dr	0.70	\$162.00	\$162.00	\$162.00
K16-06	RAVINIA AVENUE BIKE PATH	15450 Ravinia Ave	0.73	\$165.00	\$165.00	\$165.00
K17-01	EQUESTRIAN PARK	15657 Shire Dr	1.04	\$216.00	\$216.00	\$216.00
K17-04	COLLETTE HIGHLANDS PARK	Heather Glen Dr & Park Station Blvd	2.00	\$432.00	\$432.00	\$432.00
K17-05	CENTENNIAL WEST PARK - COLLETTE HIGHLAND	Park Station Blvd	12.00	\$2,592.00	\$2,592.00	\$2,592.00
K18-01	SPRING CREEK PARK	11240 Poplar Creek Ln	2.00	\$432.00	\$432.00	\$432.00
K18-02	ARBOR LAKE	15301 Will Cook Rd	2.00	\$432.00	\$432.00	\$432.00
K19-01	AVENEL PARK	16408 Avenel Dr	0.40	\$84.00	\$84.00	\$84.00
K20-01	CENTURY SCHOOL BALL FIELD	10801 159th St	4.00	\$864.00	\$864.00	\$864.00
K21-01	104TH BIKE PATH	104th Ave from 163rd St to 167th St	2.00	\$432.00	\$432.00	\$432.00
K21-02	SARATOGA PARK	9704 Hillcrest Cir	2.00	\$432.00	\$432.00	\$432.00
K22-01	GEORGETOWN PARK	9400 Providence Sq	1.00	\$216.00	\$216.00	\$216.00
K23-01	WLODARSKI PARK	16651 Robinhood Dr	1.66	\$357.00	\$357.00	\$357.00
K23-02	CRYSTAL WOODS PARK	16098 Laurel Dr	1.20	\$258.00	\$258.00	\$258.00
K29-01	LAUREL HILL PARK	11001 Laurel Hill Dr	1.00	\$216.00	\$216.00	\$216.00
K29-02	MALLARD LANDINGS PARK	17169 Deer Run Dr	3.10	\$225.00	\$225.00	\$225.00
K29-03	EMERALD ESTATES PARK	10550 Emerald Ave	2.25	\$486.00	\$486.00	\$486.00
K29-04	DEER POINT PARK	17300 Deer Point Dr	4.70	\$1,014.00	\$1,014.00	\$1,014.00
K29-05	WARWICK LANE PARK	17000 Warwick Ln	1.97	\$426.00	\$426.00	\$426.00
K30-01	DISCOVERY PARK	11501 Brookhill Dr	18.50	\$3,996.00	\$3,996.00	\$3,996.00
K30-02	GRASSLANDS PARK	17050 Steeplechase Pkwy	3.00	\$648.00	\$648.00	\$648.00
K31-01	ORLAND WOODS PARK	11605 Kiley Ln	0.75	\$162.00	\$162.00	\$162.00
K31-03	BRECKENRIDGE PARK	11700 Imperial Ln	1.20	\$258.00	\$258.00	\$258.00
K31-04	MARLEY CREEK PARK	18201 Marley Creek Blvd	10.50	\$2,268.00	\$2,268.00	\$2,268.00
K32-01	EAGLE RIDGE PARK	10755 Eagle Ridge Dr	13.20	\$2,850.00	\$2,850.00	\$2,850.00
K32-02	MISSION HILLS PARK	17530 San Bernadino Dr	3.50	\$756.00	\$756.00	\$756.00
K32-03	EAGLE RIDGE II PARK	11190 Bernard Dr	12.00	\$2,592.00	\$2,592.00	\$2,592.00
K32-05	EAGLE RIDGE III PARK	10630 Rachel Ln	3.56	\$768.00	\$768.00	\$768.00
K32-06	SWALLOW RIDGE PARK	Capistrano Ln & Stonehill Dr	0.50	\$108.00	\$108.00	\$108.00

VILLAGE OF ORLAND PARK
RFP #18-044
Unit Price Sheet
Fertilization & Broadleaf Weed Control - REISSUE
CLASS II SITES

Site ID	Name	Location	Treatable area (acres)	Annual Cost/site 2019	Annual Cost/site 2020	Annual Cost/site 2021
K32-10	FOUNTAIN HILL PARK	108th Ave & Buckingham Dr	3.60	\$777.00	\$777.00	\$777.00
K32-11	FOUNTAIN VILLAGE PARK	17964 Fountain Cir	0.50	\$108.00	\$108.00	\$108.00
K35-01	PARKVIEW PARK	8715 Butterfield Ln	0.76	\$162.00	\$162.00	\$162.00
K09-08	ROBERT DAVIDSON CENTER	14700 Park Ln	0.50	\$108.00	\$108.00	\$108.00
K09-09	HUMPHREY LOT	14420 Beacon Ave	0.66	\$141.00	\$141.00	\$141.00
K09-10	HUMPHREY HOUSE	9830 144th Pl	0.50	\$108.00	\$108.00	\$108.00
K09-11	BEACON AVENUE LOT	14443 Beacon Ave	0.38	\$81.00	\$81.00	\$81.00
K09-14	COOPER LOT	147th St & Ravinia Ave	1.88	\$405.00	\$405.00	\$405.00
K09-17	9645 143RD STREET	9645 143rd St	0.10	\$24.00	\$24.00	\$24.00
K21-03	MAIN STREET VILLAGE VACANT LOT	9610 161st St	0.42	\$90.00	\$90.00	\$90.00
K32-09	STELLWAGEN FARM	108th Ave & Louella Dr	8.50	\$1,836.00	\$1,836.00	\$1,836.00
R13-03	CEMETARY ROW	15590 Harlem Ave	0.93	\$201.00	\$201.00	\$201.00
R13-04	80th AVENUE MEDIAN	151st St to 159th St	3.22	\$693.00	\$693.00	\$693.00
R13-05	157TH ST. MEDIAN	157th St & Harlem	0.02	\$6.00	\$6.00	\$6.00
R31-02	MARLEY PIPELINE ROW	Clear Creek Crossing	1.81	\$390.00	\$390.00	\$390.00
R31-03	183rd ST - MARLEY CREEK ROW	Marley Crk Blvd to Imperial Ln	2.40	\$516.00	\$516.00	\$516.00
R31-04	MARLEY CREEK BLVD ROW	179th St to Twin Lakes Dr	0.75	\$162.00	\$162.00	\$162.00
R32-05	EAGLE RIDGE UNIT 5 & 6 ROW	104th Ave, 108th Ave, 179th Ave	3.08	\$666.00	\$666.00	\$666.00

Annual Totals			
	2019	2020	2021
Class II Sites	\$75,210.00	\$75,210.00	\$75,210.00
Site additions - cost per acre \$71.60		\$71.60	\$71.60
Additional Broadleaf Weed Treatment - cost per acre \$50.50		\$50.50	\$50.50

Firm Name Eternally Green Lawn Care, Inc.

Name of Authorized Proposer Jim Webb

Title President

Date 11/2/2018

VILLAGE OF ORLAND PARK
RFP #18-044
Unit Price Sheet
Fertilization & Broadleaf Weed Control - REISSUE
CLASS III SITES

Site ID	Name	Location	Treatable area (acres)	Annual Cost/site 2019	Annual Cost/site 2020	Annual Cost/site 2021
01-01	TETON POND	13551 Ishnala Dr	1.70	\$255.00	\$255.00	\$255.00
01-02	APACHE POND	14010 Apache Ln	0.57	\$85.50	\$85.50	\$85.50
01-03	REDONDO POND	7845 Redondo Ln	0.18	\$27.00	\$27.00	\$27.00
02-01	VILLA WEST POND	8699 W. 135th St	3.00	\$450.00	\$450.00	\$450.00
02-02	VILLA WEST CREEK	8695 W. 135th St	1.35	\$202.50	\$202.50	\$202.50
02-04	CARO VISTA POND	13799 84th Ave	2.25	\$337.50	\$337.50	\$337.50
02-05	WEDGWOOD COMMONS POND	14240 80th Ave	1.90	\$285.00	\$285.00	\$285.00
02-06	ISHNALA POND	13625 Sandalwood Dr	1.50	\$225.00	\$225.00	\$225.00
02-07	PERMINAS POND	14201 Cristina Ave	1.60	\$240.00	\$240.00	\$240.00
02-08	SUNNYPINE POND	8725 Pine St	2.66	\$399.00	\$399.00	\$399.00
02-09	NICKLAUS POND	13543 Nicklaus Dr	3.50	\$525.00	\$525.00	\$525.00
02-10	87th AVENUE EAST POND	14291 S. 87th Ave	1.28	\$192.00	\$192.00	\$192.00
02-12	88th AVENUE NORTH POND	13933 S. 88th Ave	1.53	\$229.50	\$229.50	\$229.50
02-13	140th STREET WETLAND	8758 W. 140th St	0.60	\$90.00	\$90.00	\$90.00
03-01	LAMPLIGHTER POND	9200 W. 138th St	1.25	\$187.50	\$187.50	\$187.50
03-02	THOMAS POND	13920 Thomas Dr	1.02	\$153.00	\$153.00	\$153.00
03-03	HERITAGE POND	14031 Concord Dr	1.00	\$150.00	\$150.00	\$150.00
03-04	CRESCENT WETLAND	9251 W. 135th St	0.25	\$37.50	\$37.50	\$37.50
03-10	TALLGRASS POND	13621 Tallgrass Trl	0.46	\$69.00	\$69.00	\$69.00
03-11	LEGEND TRAIL POND	13835 Legend Trl	0.91	\$136.50	\$136.50	\$136.50
05-01	COUNTRYSIDE POND	13700 Spring Ln	1.37	\$205.50	\$205.50	\$205.50
05-02	KNOLLWOOD POND	11151 Marilyn Ct	0.60	\$90.00	\$90.00	\$90.00
05-03	ARBOR RIDGE POND	11025 Arbor Ridge Dr	0.60	\$90.00	\$90.00	\$90.00
05-04	ASHFORD POND	10900 W. 143rd St	0.20	\$30.00	\$30.00	\$30.00
05-05	PERSIMMON POND	13949 Persimmon Dr	0.31	\$46.50	\$46.50	\$46.50
05-08	PERSIMMON MEADOW POND	10957 W. 142nd St	0.90	\$135.00	\$135.00	\$135.00
05-09	BUNRATTY POND	11120 Marilyn Ter	0.10	\$15.00	\$15.00	\$15.00
05-10	BUNRATTY PARK POND	14041 Fermoy Dr	1.45	\$217.50	\$217.50	\$217.50
06-01	PINEWOOD NORTH POND #2	13530 McCabe Dr	1.00	\$150.00	\$150.00	\$150.00
06-02	PINEWOOD NORTH POND #1	13850 McCabe Ct	1.20	\$180.00	\$180.00	\$180.00
06-03	PINEWOOD NORTH POND #3	13531 McCabe Dr	0.17	\$25.50	\$25.50	\$25.50
06-05	CREEK CROSSING POND	14175 Creek Crossing Dr	0.45	\$67.50	\$67.50	\$67.50
06-06	HAVERHILL POND	14100 Haverhill Ln	3.33	\$499.50	\$499.50	\$499.50
06-11	PRESTON DRIVE POND	11626 Preston Dr	0.45	\$67.50	\$67.50	\$67.50
06-12	COOPER WAY POND	14000 Cooper Way	0.05	\$10.00	\$10.00	\$10.00
06-13	LONG RUN CREEK WETLAND	14240 Wolf Rd	0.11	\$16.50	\$16.50	\$16.50
08-06	GREEN MANOR POND	10811 Green Manor Ct	1.08	\$162.00	\$162.00	\$162.00
08-24	CRYSTAL MEADOW POND	10810 Crystal Meadow Ct	0.70	\$105.00	\$105.00	\$105.00
08-25	ROYAL OAKS POND	11027 Royal Oaks Ln	0.95	\$142.50	\$142.50	\$142.50
08-36	DEER HAVEN II WEST POND	14421 Wolf Rd	0.79	\$118.50	\$118.50	\$118.50
08-37	DEER HAVEN II EAST POND	11011 Deer Haven Ln	0.71	\$106.50	\$106.50	\$106.50
09-03	BROWN PARK POND	10299 147th St	3.75	\$562.50	\$562.50	\$562.50
09-15	14403 IRVING AVENUE	14403 Irving Ave	0.25	\$37.50	\$37.50	\$37.50
10-01	TERRY'S LINCOLN MERCURY POND	14390 John Humphrey Dr	0.51	\$76.50	\$76.50	\$76.50
10-02	ORLAND SQUARE POND	9100 W. 151st St	4.50	\$675.00	\$675.00	\$675.00
10-18	ASHLEY OAKS POND	14302 Ashley Ct	0.50	\$75.00	\$75.00	\$75.00
11-01	WEDGWOOD ESTATES POND #1(N)	14300 82nd Ave	0.82	\$123.00	\$123.00	\$123.00
11-02	WEDGWOOD ESTATES POND #2(S)	14300 82nd Ave	0.64	\$96.00	\$96.00	\$96.00
12-01	WOODED PATH II WEST POND	7825 W 144th St	0.22	\$33.00	\$33.00	\$33.00
12-02	WOODED PATH II EAST POND	7735 W 144th St	0.30	\$45.00	\$45.00	\$45.00
12-03	WOODED PATH II NORTH POND	7821 143rd St	0.10	\$15.00	\$15.00	\$15.00
12-04	WOODED PATH II NORTHEAST POND	7744 143rd St	0.22	\$33.00	\$33.00	\$33.00
13-01	SILVER LAKE GARDENS POND	15199 73rd Ave	2.70	\$405.00	\$405.00	\$405.00
13-02	CASHEW POND	7656 Cashew Dr	6.40	\$960.00	\$960.00	\$960.00
13-03	WILDROSE POND	7340 W.157th St	0.85	\$127.50	\$127.50	\$127.50
13-04	COLONADES POND	7500 W.157th St	1.75	\$262.50	\$262.50	\$262.50
13-05	VERITAS POND #2	15720 S. 77th Ave	1.20	\$180.00	\$180.00	\$180.00
13-06	VERITAS POND #1	7700 W. 158th Ct	0.72	\$108.00	\$108.00	\$108.00
13-07	VERITAS POND #3	7729 W. 158th Ct	0.60	\$90.00	\$90.00	\$90.00
13-22	CATALINA HIGHLINES EAST POND	15500 Wheeler Dr	2.69	\$403.50	\$403.50	\$403.50
13-23	CATALINA HIGHLINES WEST POND	15501 80th Ave	2.83	\$424.50	\$424.50	\$424.50
14-01	BOB-O-LINK POND	8230 Bob-O-Link Dr	1.90	\$285.00	\$285.00	\$285.00
14-02	LIBERTY SCHOOL POND	8700 W. 152nd St	2.75	\$412.50	\$412.50	\$412.50
14-03	EDGEWOOD POND	15324 Edgewood Dr	1.60	\$240.00	\$240.00	\$240.00
14-05	ORLAND GOLFVIEW POND	15531 Merion Dr	3.50	\$525.00	\$525.00	\$525.00
14-10	NISSAN POND	15735 86th Ave	2.35	\$325.50	\$325.50	\$325.50
14-12	PLUM TREE POND	15699 86th Ave	0.40	\$60.00	\$60.00	\$60.00
15-01	VILLAGE SQUARE POND	9125 Kensington Way	1.00	\$150.00	\$150.00	\$150.00

VILLAGE OF ORLAND PARK
RFP #18-044
Unit Price Sheet
Fertilization & Broadleaf Weed Control - REISSUE
CLASS III SITES

Site ID	Name	Location	Treatable area (acres)	Annual Cost/site 2019	Annual Cost/site 2020	Annual Cost/site 2021
15-02	PARK HILL POND #1	15799 Parkhill Dr	4.00	\$600.00	\$600.00	\$600.00
15-03	TORREY PINES POND	15746 Torrey Pines	1.96	\$294.00	\$294.00	\$294.00
15-05	PARK HILL POND #3	15798 Parkhill Dr	2.75	\$412.50	\$412.50	\$412.50
15-06	HELEN POND	9011 Helen Ln	1.76	\$264.00	\$264.00	\$264.00
15-11	LOWES POND #2	9431 Wheeler Dr	0.76	\$114.00	\$114.00	\$114.00
16-01	TREETOP POND #2	15400 Treetop Dr	4.86	\$729.00	\$729.00	\$729.00
16-02	TREETOP POND #1	9937 Treetop Dr	1.00	\$150.00	\$150.00	\$150.00
16-12	CAMENO PARK POND (POLICE)	15200 Ravinia Ave	0.17	\$25.50	\$25.50	\$25.50
17-02	EQUESTRIAN TRAIL WEST POND	11199 Equestrian Dr	0.61	\$91.50	\$91.50	\$91.50
17-03	EQUESTRIAN TRAIL EAST POND	15640 Shire Dr	0.10	\$15.00	\$15.00	\$15.00
17-04	FAWN CREEK LANE POND	15513 Fawn Creek Ln	0.50	\$75.00	\$75.00	\$75.00
17-09	SHIRE NORTH POND	15641 Shire Dr	0.20	\$30.00	\$30.00	\$30.00
17-10	SHIRE SOUTH POND	15699 Shire Dr	0.10	\$15.00	\$15.00	\$15.00
17-14	GLENLAKE SOUTH POND	15648 Glenlake Dr	2.21	\$331.50	\$331.50	\$331.50
17-15	ASHBOURN POINT POND	15319 Jillian Rd	0.73	\$109.50	\$109.50	\$109.50
17-16	COLETTE POND	15801 Park Station Blvd	1.13	\$169.50	\$169.50	\$169.50
17-17	ASHBURN COURT POND	10919 Jillian Ct	0.28	\$42.00	\$42.00	\$42.00
17-18	ASHBURN COURT POND #2	10907 Jillian Ct	0.30	\$45.00	\$45.00	\$45.00
18-01	SPRING CREEK POND	11250 Poplar Creek Ln	2.80	\$420.00	\$420.00	\$420.00
18-02	ARBOR POINT POND	11801 W. 151st St	2.00	\$300.00	\$300.00	\$300.00
18-03	GRANDVIEW POND	15140 Grandview Dr	0.75	\$112.50	\$112.50	\$112.50
20-01	BEEMSTERBOER POND	10701 W. 160th St	0.77	\$115.50	\$115.50	\$115.50
20-02	APPLEKNOLL POND	10599 W. 163rd Pl	0.80	\$120.00	\$120.00	\$120.00
20-03	GLEN OAK INDUSTRIAL POND	10798 W. 165th St	0.74	\$111.00	\$111.00	\$111.00
20-04	KINGSFORT POND	10801 Bear Island Ave	0.10	\$15.00	\$15.00	\$15.00
20-07	ANTHONY DRIVE POND	10831 Anthony Dr	0.78	\$117.00	\$117.00	\$117.00
20-49	GLEN OAKS PHASE 5	10740 165th St	1.00	\$150.00	\$150.00	\$150.00
21-05	97TH AVENUE WETLAND	9658 W. 163rd St	0.62	\$93.00	\$93.00	\$93.00
22-01	SETON PLACE POND	9460 Seton Pl	0.15	\$22.50	\$22.50	\$22.50
23-03	CRYSTAL CREEK NORTH POND	15900 Orlan Brook Dr	0.20	\$30.00	\$30.00	\$30.00
29-01	VICTORIA PLACE POND	10798 Victoria Pl	0.55	\$82.50	\$82.50	\$82.50
29-02	YEARLING CROSSING POND	16999 Yearling Crossing	1.20	\$180.00	\$180.00	\$180.00
29-03	GREAT EGRET POND	10631 Great Egret Dr	1.75	\$262.50	\$262.50	\$262.50
29-06	WHITE TAIL POND	10701 White Tail Run	1.16	\$174.00	\$174.00	\$174.00
29-08	LAUREL HILLS POND	11001 Laurel Hill Dr	0.82	\$123.00	\$123.00	\$123.00
29-09	EMERALD NORTH POND	17062 Kerry Ave	0.10	\$15.00	\$15.00	\$15.00
29-11	CHURCHILL POND	10655 Churchill Dr	0.93	\$139.50	\$139.50	\$139.50
29-12	FAWN TRAIL POND	10839 Fawn Trail Dr	2.25	\$337.50	\$337.50	\$337.50
29-13	BUCK DRIVE WETLAND	10640 Buck Dr	0.50	\$75.00	\$75.00	\$75.00
29-20	CAPISTRANO NORTH POND	10510 Capistrano Ln	1.40	\$210.00	\$210.00	\$210.00
29-22	CAPISTRANO SOUTH POND	17436 Capistrano Ln	1.70	\$255.00	\$255.00	\$255.00
29-23	172ND STREET POND	10948 W. 172nd St	2.17	\$325.50	\$325.50	\$325.50
29-24	DEER POINT PARK POND	10947 W. 172nd St	0.90	\$135.00	\$135.00	\$135.00
29-27	DEER CHASE ESTATES POND	10541 Buck Dr	0.02	\$10.00	\$10.00	\$10.00
29-28	DEER CHASE ESTATES EAST POND	10471 Buck Dr	0.18	\$27.00	\$27.00	\$27.00
29-29	JULIE ANN LANE POND	16715 Julie Ann Ln	0.41	\$61.50	\$61.50	\$61.50
29-30	WARWICK LANE NORTH POND	16930 Warwick Ln	1.10	\$165.00	\$165.00	\$165.00
29-31	WARWICK LANE SOUTH POND	17030 Warwick Ln	0.70	\$105.00	\$105.00	\$105.00
30-01	BROOKHILL CREEK NORTH	11498 Brookhill Dr	1.02	\$153.00	\$153.00	\$153.00
30-04	GREEN KNOLL POND	11257 Steeplechase Pkwy	0.77	\$115.50	\$115.50	\$115.50
30-05	STEEPLECHASE POND	17029 Steeplechase Pkwy	0.77	\$115.50	\$115.50	\$115.50
31-01	BROOKHILL POND #1	17898 Brookhill Dr	3.25	\$487.50	\$487.50	\$487.50
31-02	BROOKHILL POND #2	17888 Brookhill Dr	2.25	\$337.50	\$337.50	\$337.50
31-03	BROOKHILL RETENTION WALL	17500 Highwood Dr	1.41	\$211.50	\$211.50	\$211.50
31-04	GREENFIELD POND	17660 Greenfield Ct	5.97	\$895.50	\$895.50	\$895.50
31-06	KILEY POND	11555 Kiley Ln	1.52	\$228.00	\$228.00	\$228.00
31-14	AUTUMN RIDGE WEST POND	11344 Autumn Ridge Dr	1.00	\$150.00	\$150.00	\$150.00
31-15	MARLEY BLVD NORTH POND	18011 Marley Blvd	1.00	\$150.00	\$150.00	\$150.00
31-20	MARLEY BLVD MIDDLE POND	18121 Marley Blvd	1.00	\$150.00	\$150.00	\$150.00
31-22	MARLEY CREEK BIKE PATH	18100 Marely Crk	1.11	\$166.50	\$166.50	\$166.50
31-28	AUTUMN RIDGE EAST POND	11218 Autumn Ridge Dr	1.14	\$171.00	\$171.00	\$171.00
31-29	AUTUMN RIDGE MIDDLE POND	11318 Autumn Ridge Dr	0.90	\$135.00	\$135.00	\$135.00
31-31	BRECKENRIDGE BLVD SOUTH POND	18256 Breckenridge Blvd	0.72	\$108.00	\$108.00	\$108.00
31-32	IMPERIAL WEST POND	18210 Imperial Ln	0.46	\$69.00	\$69.00	\$69.00
31-33	IMPERIAL EAST POND	18237 Imperial Ln	0.30	\$45.00	\$45.00	\$45.00
31-41	KARLI LANE POND	17631 Karli Ln	0.90	\$135.00	\$135.00	\$135.00
32-02	EAGLE RIDGE POND #2	17900 104th Ave	3.85	\$577.50	\$577.50	\$577.50
32-05	BETH POND	10942 Beth Dr	2.40	\$360.00	\$360.00	\$360.00

VILLAGE OF ORLAND PARK
RFP #18-044
Unit Price Sheet
Fertilization & Broadleaf Weed Control - REISSUE
CLASS III SITES

Site ID	Name	Location	Treatable area (acres)	Annual Cost/site 2019	Annual Cost/site 2020	Annual Cost/site 2021
32-07	DIEGO POND	10555 Diego Ln	2.25	\$337.50	\$337.50	\$337.50
32-08	AMBER POND	10510 Amber Ln	1.83	\$274.50	\$274.50	\$274.50
33-01	ORLAND PARKWAY EAST POND	18220 Orland Pkwy	0.41	\$61.50	\$61.50	\$61.50
B18-01	CATALINA INDUSTRIAL POND	15401 70th Ct	2.00	\$300.00	\$300.00	\$300.00
B18-02	VENTURE POND	15800 71st Ct	3.00	\$450.00	\$450.00	\$450.00
F04-01	ORLAND PARKWAY SOUTH POND	10311 Orland Pkwy	0.20	\$30.00	\$30.00	\$30.00
F05-01	ORLAND PARKWAY WEST POND	11101 183rd St	0.40	\$60.00	\$60.00	\$60.00
F06-01	ORLAND BUSINESS CENTER POND	11600 183rd St	2.31	\$346.50	\$346.50	\$346.50
K13-03	CATALINA HI-LINES	151st St to 157th St	16.90	\$2,535.00	\$2,535.00	\$2,535.00
K13-04	KEYSTONE BIKE PATH	7806 Keystone Rd	0.70	\$105.00	\$105.00	\$105.00
P28-01	WOODLAND SHORES POND	12510 Indian Trail Dr	1.00	\$150.00	\$150.00	\$150.00
P33-01	MILL CREEK POND	9998 Creek Rd	4.00	\$600.00	\$600.00	\$600.00
P34-01	PALOS SPRINGS POND	8950 Patty Ln	0.25	\$37.50	\$37.50	\$37.50
P34-02	BUTTERFIELD POND	8925 Butterfield Ln	0.85	\$127.50	\$127.50	\$127.50
P35-01	PARKVIEW ESTATES POND & PARK	8701 Butterfield Ln	1.19	\$178.50	\$178.50	\$178.50
R02-01	TOWER #7	13600 Cherry Dr	0.51	\$76.50	\$76.50	\$76.50
R02-02	WEDGWOOD LIFT STATION	14200 82nd Ave	0.10	\$15.00	\$15.00	\$15.00
R03-01	TOWER #9	9218 William Ct	0.30	\$45.00	\$45.00	\$45.00
R06-01	PINEWOOD NORTH LIFT STA.	13617 McCabe Dr	0.20	\$30.00	\$30.00	\$30.00
R11-01	TOWER #4	14605 So. 88th Ave	0.10	\$15.00	\$15.00	\$15.00
R13-02	TOWER #5	7200 Wheeler Dr	1.00	\$150.00	\$150.00	\$150.00
R15-02	TOWER #10	15800 88th Ave	0.25	\$37.50	\$37.50	\$37.50
R15-03	MAIN PUMP STATION	8800 Thistlewood Dr	5.12	\$768.00	\$768.00	\$768.00
R17-01	TOWER #8	15501 Park Station Blvd	0.44	\$66.00	\$66.00	\$66.00
R17-02	ANDREW ROW & BOOSTER STA.	153rd St and 108th Ave	1.10	\$165.00	\$165.00	\$165.00
R18-01	SPRING CREEK LIFT STATION	15200 Wolf Rd	0.20	\$30.00	\$30.00	\$30.00
R32-01	TOWER #1	17801 Wolf Rd	0.34	\$51.00	\$51.00	\$51.00
R32-04	ORLAND PARKWAY LIFT STATION	10370 Orland Pkwy	0.20	\$30.00	\$30.00	\$30.00
R33-01	131ST STREET LIFT STATION	10000 Creek Rd	0.10	\$15.00	\$15.00	\$15.00
R33-03	TOWER #6	9701 131st St	0.25	\$37.50	\$37.50	\$37.50
K16-05	151ST STREET PIPELINE EASEMENT	10347 151st St	0.27	\$40.50	\$40.50	\$40.50
R03-03	91ST AVENUE ROW	139th & 91st Ave	0.14	\$21.00	\$21.00	\$21.00
R03-05	CIRCLE DRIVE	135th St & Circle Dr	0.07	\$10.50	\$10.50	\$10.50
R05-01	110TH AVENUE PROPERTY	10958 139th St	0.61	\$91.50	\$91.50	\$91.50
R06-02	139TH STREET ROW	Wolf Rd to Stockton Dr	0.30	\$45.00	\$45.00	\$45.00
R07-01	BRAMLETT COURT ROW	Will-Cook Rd to 11807 Bramlett Ct	0.45	\$67.50	\$67.50	\$67.50
R08-01	ROYAL OAKS LANE ROW	11102 Royal Oaks Ln	0.16	\$24.00	\$24.00	\$24.00
R09-01	RAVINIA ROW	147th to 151st & 149th median	4.60	\$690.00	\$690.00	\$690.00
R09-02	FIRST AVENUE ROW	144th St & 1st Ave	0.37	\$55.50	\$55.50	\$55.50
R09-03	WEST AVENUE R.R. ROW	144th & West Ave	0.20	\$30.00	\$30.00	\$30.00
R10-01	LUNAR FENCE ROW	Franklin Ct to Orland Ct	1.53	\$229.50	\$229.50	\$229.50
R10-02	FAIRWAY ROW	94th Ave - J.H.D to Fairway Dr	1.30	\$195.00	\$195.00	\$195.00
R10-03	143rd STREET ROW	LaGrange Rd. to Harlem Ave	5.80	\$870.00	\$870.00	\$870.00
R10-04	JOHN HUMPHREY DRIVE ROW	142nd St to 94th Ave	0.75	\$112.50	\$112.50	\$112.50
R11-02	88th AVE SILVER LAKE ROW	Golfview Dr to 147th St	0.15	\$22.50	\$22.50	\$22.50
R12-01	WOODED PATH II EAST ROW	7728 143rd St	0.18	\$27.00	\$27.00	\$27.00
R12-02	WOODED PATH II WEST ROW	7728 143rd St	0.18	\$27.00	\$27.00	\$27.00
R13-01	151ST STREET ROW	Harlem Ave to West Ave	5.60	\$840.00	\$840.00	\$840.00
R14-01	TINLEY CREEK WHEELER LOT	8535 Wheeler Dr	0.30	\$45.00	\$45.00	\$45.00
R14-02	TINLEY CREEK PLUM TREE LOT	15526 Plum Tree Dr	0.15	\$22.50	\$22.50	\$22.50
R15-01	94th AVENUE ROW	151st St to 159th St	0.60	\$90.00	\$90.00	\$90.00
R01-01	80TH AVENUE ROW	143rd St to Binford Dr	2.60	\$390.00	\$390.00	\$390.00
R01-02	80th AVENUE COMED ROW	13901 80th Ave	0.10	\$15.00	\$15.00	\$15.00
R16-02	153RD STREET ROW	RR Xing to Palos Primary	0.87	\$130.50	\$130.50	\$130.50
R16-03	159TH STREET MEDIAN	159th St & LaGrange Rd	0.78	\$117.00	\$117.00	\$117.00
R17-04	JILLIAN ROAD ROW	108th Ave to Park Station Blvd	1.05	\$157.50	\$157.50	\$157.50
R17-05	153RD ST BIKE PATH	108th Ave to just west of 109th Ave	0.37	\$55.50	\$55.50	\$55.50
R18-02	SAYRE AVENUE ROW	157th St to 157th Pl	0.17	\$25.50	\$25.50	\$25.50
R18-03	ARBOR LAKE ROW	Oak Hill Dr & Will/Cook Rd	0.57	\$85.50	\$85.50	\$85.50
R19-01	WILL-COOK ROAD ROW	159th St to Southwest Hwy	11.50	\$1,725.00	\$1,725.00	\$1,725.00
R20-52	108TH AVE BMTSF	16401 108th Ave	2.28	\$342.00	\$342.00	\$342.00
R21-01	159TH ROW	Ravinia Ave to Petey's Restaurant	0.78	\$117.00	\$117.00	\$117.00
R22-01	163rd STREET ROW	88th Ave. to Dead End	0.26	\$39.00	\$39.00	\$39.00
R23-01	TINLEY CREEK SUSSEX LOT	16500 Sussex Dr	0.20	\$30.00	\$30.00	\$30.00
R23-02	TINLEY CREEK 88TH AVE LOT	16461 88th Ave	0.10	\$15.00	\$15.00	\$15.00
R23-08	LAUREL DRIVE ROW	16121 Laurel Dr	0.03	\$12.00	\$12.00	\$12.00
R31-05	179th STREET ROW	11635 179th St	0.31	\$46.50	\$46.50	\$46.50
R32-02	ORLAND PARKWAY ROW	LaGrange Rd to Wolf Rd	1.90	\$285.00	\$285.00	\$285.00

VILLAGE OF ORLAND PARK
RFP #18-044
Unit Price Sheet
Fertilization & Broadleaf Weed Control - REISSUE
CLASS III SITES

Site ID	Name	Location	Treatable area (acres)	Annual Cost/site 2019	Annual Cost/site 2020	Annual Cost/site 2021
R32-03	ORLAND PARKWAY MEDIAN	LaGrange Rd to Wolf Rd	1.40	\$210.00	\$210.00	\$210.00
R33-02	104TH AVENUE ROW	179th to 183rd St	0.17	\$25.50	\$25.50	\$25.50
R35-01	88TH AVENUE ROW	135th St to Crk	0.30	\$45.00	\$45.00	\$45.00
R35-02	BEVERLY LANE ROW	88th Ave to Adria Ct	0.10	\$15.00	\$15.00	\$15.00
R35-03	86TH AVENUE ROW	86th Ave and Paloma Dr	0.25	\$37.50	\$37.50	\$37.50

	Annual Totals		
	2019	2020	2021
Class III Sites	\$40,653.50	\$40,653.50	\$40,653.50
Site additions - cost per acre	\$50.50	\$50.50	\$50.50
Additional Broadleaf Weed Treatment - cost per acre	\$50.50	\$50.50	\$50.50

Firm Name Eternally Green Lawn Care, Inc.

Name of Authorized Proposer Jim Webb

Title President

Date 2-Nov-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Liane Crittendon
Olsick & Company Insurance Agency	PHONE (A/C, No, Ext): (630) 325-9199
www.olsick.com	FAX (A/C, No): (630) 325-0311
50 75th Street, Suite 216	E-MAIL ADDRESS: liane@olsick.com
Willowbrook IL 60527-2393	INSURER(S) AFFORDING COVERAGE
	INSURER A: EMC
	INSURER B: Trumbull Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1852908031 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	X	Y	5D30969	5/29/2018	5/29/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000 Per Project Aggregate \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X	Y	5E30969	5/29/2018	5/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			5J30969	6/8/2018	5/29/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WECAB5C4V	5/29/2018	5/29/2019	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: 18-036

Turf Fertilization and Broadleaf Weed Control

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see next page for additional insured:

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park
Office of the Village Clerk
John C. Mehalek, Village Clerk
14700 south Ravinia Avenue
Orland Park, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bryan Olsick/LTC

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COMMENTS/REMARKS

The Village of Orland Park, its trustees, officers, directors, agents, employees, representative and assigns are added as Additional Insureds with respects to General Liability and are on a Primary and Non-Contributory basis and for Auto Liability with waiver of rights of recovery in favor of additional insured where allowable by law and required by written contract per forms: CG7174 CG7578 CA7392 WC00313. Umbrella is follow form and subject to the terms and conditions of underlying coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:

- (a) Less than 60 feet long; and
- (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;
- (2) claims made or "suits" brought;
- (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
 - (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance.
 - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by any vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
 This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
 With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - (1) This insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

- 3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

- 7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED
IN A WRITTEN CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition Section is added to and replaced by the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written agreement or written contract because of payments we make for injury or damage arising out of your ongoing operations or "work you performed" under a written contract or written agreement with that person or organization and included in the "Auto Dealers Operations".

A. The following definitions are added to the **Definition** Section of this endorsement only:

1. "Auto Dealers Operations" means the ownership, maintenance or use of locations for an "auto" dealership and that portion of the roads or other accesses that adjoin these locations. "Auto dealers operations" includes all operations necessary or incidental to an "auto" dealership.
2. "Work you performed" includes:
 - a. Work that someone performed on your behalf; and
 - b. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage
Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions of Section IV Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 83 WEC AB5C4V

Endorsement Number:

Effective Date: 05/29/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Eternally Green Lawn Care Inc.

9418 CORSAIR RD
FRANKFORT IL 60423

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative